

River Valley CSD

River Valley EA (Support)

7/1/2006 6/30/2007

(Classified Staff)  
7/01/06 – 6/30/07

# **COMPREHENSIVE MASTER CONTRACT**

Negotiated Between the River Valley Education Association  
(Educational Support Personnel)  
and  
the River Valley Community School District Board of Directors

## TABLE OF CONTENTS

|            |  |    |
|------------|--|----|
| ARTICLE 1  | General Contract Provisions .....                | 2  |
| ARTICLE 2  | Dues Deduction and Other Payroll Deductions..... | 3  |
| ARTICLE 3  | Grievance Procedure .....                        | 4  |
| ARTICLE 4  | Wages .....                                      | 7  |
| ARTICLE 5  | Insurance .....                                  | 9  |
| ARTICLE 6  | Work Year, Holidays, and Vacation .....          | 10 |
| ARTICLE 7  | Sick Leave .....                                 | 11 |
| ARTICLE 8  | Leaves of Absence .....                          | 12 |
| ARTICLE 9  | Evaluation Procedures.....                       | 15 |
| ARTICLE 10 | Seniority .....                                  | 16 |
| ARTICLE 11 | Staff Reduction Procedures.....                  | 17 |
| ARTICLE 12 | Transfer Procedures.....                         | 18 |
| ARTICLE 13 | Duration and Signature .....                     | 19 |
| SCHEDULE A | Grievance Form.....                              | 20 |
| SCHEDULE B | Dues Deduction Authorization Form.....           | 21 |
| SCHEDULE C | Wage Schedule 2006/2007.....                     | 22 |

**ARTICLE 1**

***GENERAL CONTRACT PROVISIONS***

**A. Definitions**

1. The term "board", as used in this Agreement, shall mean the Board of Education of the River Valley Community School District or its duly authorized representatives.
2. The term "District", as used in this Agreement, shall mean the River Valley Community School District.
3. The term "employee", as used in this Agreement, shall mean all employees represented by this Association in the Bargaining Unit as defined and certified by the Public Employment Relations Board in Case No. 5518.
4. The term "Association", as used in this Agreement, shall mean the River Valley Education Association or its duly authorized representatives or agents.
5. The Board of Directors of the River Valley Community School District hereinafter referred to as the Board, hereby recognizes the River Valley Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument.

**B. Printing**

Within thirty (30) days following the signing of this Agreement and upon joint approval of the format, copies of this Agreement shall be printed.

The Agreement shall be presented to all educational support personnel now employed and subsequently employed for the duration of this Agreement. The Association will receive ten (10) additional copies of the Agreement.

All costs of printing shall be shared equally by the parties.

## **ARTICLE 2**

### ***DUES DEDUCTION AND OTHER PAYROLL DEDUCTIONS***

**A. Authorization**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of association dues. This form of the assignment shall be as set forth in Schedule "B".

**B. Regular Deduction**

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each pay period for ten (10) months, beginning on September 20 and ending June 20 of each year.

**C. Contributions**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance to the Association of additional contributions and/or donations.

**D. Prorated Deduction**

Employees who begin deduction after September 10 shall have the total dues prorated on the basis of the remaining months of employment through June 20.

**E. Duration**

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) days' notice to the Board and to the Association. The Association shall notify the Board immediately upon receipt of such notice.

**F. Termination**

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefor.

**G. Other Payroll Deductions**

Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, banks within the District, credit union(s), savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. This section shall not be subject to the grievance procedure.

**H. Hold Harmless**

The Association agrees to indemnify and hold harmless the Board, each individual member of the Board, and all agents of the Board against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Article. All sections, except Section G., shall be subject to the grievance procedure, and the provisions of this section shall not apply thereto.

**ARTICLE 3**

***GRIEVANCE PROCEDURE***

**A. Definitions**

1. **Grievance**  
A "Grievance" shall mean only a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this Agreement.
2. **Grievant**  
A "Grievant" is the employee or the Association making the complaint.
3. **Party in Interest**  
A "Party in Interest" is the grievant or any person, including the Association or the Board, who might be required to take action, or against whom action might be taken, in order to resolve the complaint.
4. **Days**  
The term "days", as used in this Article, shall mean calendar days except Christmas vacation and unless otherwise specified.

**B. General Procedures**

1. **Time Limits**  
The number of days, indicated at each level, shall be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement.  
  
The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision, within the time limits, shall permit the grievant to proceed to the next step.
2. **Year-End Grievances**  
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be proportionately reduced so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of twenty (20) days thereafter. Any arbitration hearing scheduled under this provision shall be held no later than August 1 of the year in which the grievance was filed.
3. **Processing Grievances**  
A grievance may be processed during the workday by mutual agreement between the Board and Association.
4. **Exception**  
In matters dealing with alleged violations in those areas over which a principal has no authority to grant the appropriate relief, the grievance shall be initiated at Step 2 within fourteen (14) days of the act or condition giving rise to the grievance.

5. **Individual Rights**

Grievants may be represented at any step of the procedure set out in Section C of this Article by themselves and/or at their option, by an Association representative chosen by the Association.

**C. Processing Grievances**

1. **First Step (Principal)**

- a. The parties in interest acknowledge that it is preferable to resolve problems through informal discussion. If the employee believes that a grievance exists, the employee, hereinafter the grievant, shall complete, deliver, and file with the principal the written Grievance Form set forth in Schedule A (Grievance Form) within fourteen (14) days of the act or condition giving rise to the grievance.
- b. A meeting to discuss the grievance shall be held at the request of either the grievant or the principal. The principal shall make a decision on the grievance, enter such decision on the Grievance Form, and communicate such decision in writing to the grievant and Superintendent within fourteen (14) days after receipt of the Grievance Form.

2. **Second Step (Superintendent)**

- a. In the event that a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the Grievance Form with the Superintendent within fourteen (14) days of receipt of the principal's written decision at the First Step or within fourteen (14) days after the act or condition giving rise to the grievance if the grievance is initiated at Step 2.
- b. A meeting to discuss the grievance shall be held at the request of either the grievant or Superintendent. The Superintendent shall file an answer within fourteen (14) days of receipt of the grievance and shall communicate such answer to the grievant and principal.

3. **Third Step (Board of Education)**

- a. In the event that a grievance is not satisfactorily resolved at the Second Step, either the grievant or Board of Education shall have the option to request a hearing before the Board of Education on the unresolved grievance within fourteen (14) days after the decision at the Second Step. Such hearing shall be held at the request of either grievant or Board of Education within fourteen (14) days from the date of request.

4. **Fourth Step (Binding Arbitration)**

a. **Initiation of Fourth Step**

1. If the Third Step option has been utilized and if a grievant is not satisfied with the disposition of the grievance at the Third Step, or if no decision has been rendered within fourteen (14) days after the date of the Third Step hearing, the grievant may request in writing that the Association submit the grievance to arbitration.

2. If the Third Step option has not been utilized and if the grievant is not satisfied with the disposition of the grievance at the Second Step, or if no decision has been rendered within fourteen (14) days after the Superintendent received the grievance, the grievant may request in writing that the Association submit the grievance to arbitration.

- b. If the Association determines that the grievance has merit, it may, by written notice to the Superintendent within fourteen (14) days after receipt of the request from the grievant, submit the grievance to binding arbitration.
- c. Within five (5) days after such submission to arbitration, a written request for a list of Arbitrators shall be made to the Public Employment Relations Board (PERB Board) by the Association. This list shall consist of five (5) Arbitrators each of whom is listed with the American Arbitration Association, and the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall strike four names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the Arbitrator. The parties shall be bound by the rules of the American Arbitration Association, except for the selection process.
- d. The Arbitrator selected will confer with the representatives of the Superintendent and the Association and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her.
- e. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. In the decision, the Arbitrator shall not amend, nullify, ignore, or add to the provisions of the Agreement. The decision of the Arbitrator will be submitted to the Board and to the Association and will be final and binding upon the parties. Relief granted by the Arbitrator shall be prospective only.
- f. The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room shall be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

**D. Exclusive Grievance Form**

A grievance shall be presented only on the Grievance Report Form, attached hereto.



## ARTICLE 4

### WAGES

**A. Initial Placement on the Salary Schedule**

Employees shall be initially placed on the salary schedule at the discretion of the Superintendent based upon their education, work experience, and training for the position. Initial placement shall not be more than \$1.50 per hour higher than the minimum wage rate for the classification.

**B. Hours**

1. Custodians – Regular full time custodians will ordinarily be scheduled to work eight (8) hours per day exclusive of the ½ hour lunch period. Regular part time custodians will ordinarily be scheduled to work less than eight (8) hours per day exclusive of the ½ hour lunch period.
2. Education Aides, Secretaries, Nurses – Regular full time education aides, secretaries, and nurses will be scheduled hours as needed exclusive of the ½ hour lunch period.
3. Transportation – Bus drivers who drive a regular route will be paid for a minimum of two (2) hours for each route that they drive. Drivers of special education routes (not a full-sized bus) will be paid for a minimum of one and one-half (1.5) hours for each route that they drive. This minimum hourly guarantee will be paid only to those individuals who perform no other work for the school district.
4. Food Service Personnel – Regular full time food service personnel will ordinarily be scheduled to work eight (8) hours per day exclusive of the ½ hour lunch period. Regular part time food service personnel will ordinarily be scheduled to work less than eight (8) hours exclusive of the ½ hour lunch period. Each food service worker will have lunch provided at no cost.

**C. Overtime**

Employees shall earn and be paid overtime in accordance with the provisions of the Fair Labor Standards Act. Whenever possible, overtime must be approved in advance by the employee's supervisor.

Custodians within the building shall have the first opportunity to work the extra hours as determined by administration on a rotating basis starting with the most senior custodian in that building. If no custodian chooses to work, the extra hours shall be assigned on a rotating basis starting with the most senior custodian/maintenance employee on the list.

**D. Work Week**

The work week shall begin at 12:00 Midnight on Sunday and end at 11:59 p.m. on the following Sunday.

**E. Pay Period**

The pay period shall begin on the 11<sup>th</sup> day of the month and shall continue until the 10<sup>th</sup> day of the following month.

**F. Paydays**

Employees shall be paid on the 20<sup>th</sup> day of the month for the preceding pay period. If the 20<sup>th</sup> day of the month falls on a school holiday, vacation day, or weekend, employees will be paid on the last work day prior to the commencement of the school holiday, vacation day, or weekend.

Employees may pick up their paychecks in the office of the attendance center in which they work, except during the months of June and July. During the months of June and July, employees may pick up their paychecks at the Correctionville office only. Employees may elect to have their paychecks mailed to them.

**G. Pay For Working Out Of Classification**

Employees who voluntarily perform work outside of their assigned job classification shall be paid for such work at a rate of pay within the salary range of that job classification except that such pay rate shall not be more than \$1.00 per hour higher than the minimum wage rate for that classification.

If a cook is assigned to perform the work of a head cook, or a clerical aide is assigned to perform the work of a building secretary, for more than 5 consecutive days, then starting with the 6<sup>th</sup> consecutive day those employees will be paid an additional \$0.25 per hour for each hour of work performed in those respective roles.

**H. Performance Pay**

The parties agree to establish a joint committee for the purpose of reviewing performance pay.

**I. Training and Meeting Time**

Employees will be paid their contracted hourly wage during regular workday hours when assigned to attend staff development.

**ARTICLE 5**

***INSURANCE***

**A. Eligibility**

Only employees who are scheduled to work an average of thirty (30) hours per week and a total of 1,080 hours per year are eligible to receive insurance benefits.

**B. Coverages Provided**

The School District will provide the following group insurance plan benefits: hospitalization/major medical, long-term disability, and life insurance.

**C. The Board's Contribution**

**1. 1,080 Hour Per Year Employees**

The Board will contribute up to \$2,693.19 annually toward the cost of group insurance benefits for employees who are scheduled to work 1,080 hours per year.

**2. 1,440 Hour Per Year Employees**

The Board will contribute up to \$3,590.92 annually toward the cost of group insurance benefits for employees who are scheduled to work 1,440 hours per year.

**3. 1,920 Hour Per Year Employees**

The Board will contribute up to \$4,778.55 annually toward the cost of group insurance benefits for employees who are scheduled to work 1,920 hours per year.

**D. The Employee's Contribution**

Full-time employees who elect to receive group insurance plan benefits must pay the difference between the Board's contribution and the cost of the plan by twelve (12) monthly payroll deductions.

Part-time employees who elect to receive group insurance plan benefits must pay the difference between the Board's contribution and the cost of the plan by pro-rating their monthly payroll deductions over the period of their contract. The increase in the employee's share of the premium that is due in July and August shall be deducted from the May paycheck.

**E. Flexible Benefits Plan**

The District will make available to employees a Flex 1 plan to provide for the pre-tax payment of health insurance premiums.

## ARTICLE 6

### **WORK YEAR, HOLIDAYS, AND VACATION**

#### **A. Work Year**

The work year and wage rate shall be specified in each individual's contract.

#### **B. Holidays**

The following paid holidays will be allowed:

|  |                  |
|--|------------------|
| January 1                              | Labor Day        |
| Spring Holiday designated by the Board | Thanksgiving Day |
| Memorial Day                           | December 25      |
| July 4th                               |                  |

Only the holidays that fall during each individual's work year will be paid.

#### **C. Vacation**

##### **1. Full-Time Employees**

Vacation time shall be granted for full-time (40 hours per week - 12 months per year) employees as follows:

- a. After one year of continuous employment - two weeks.
- b. After eleven years of continuous employment - three weeks.

##### **2. Part-time Employees**

Vacation time shall be granted for part-time (less than 40 hours per week - 12 months per year) employees as follows:

- a. After one year of continuous employment - one week.
- b. After twelve years of continuous employment - two weeks.

##### **3. Vacation Pay**

Vacation pay will be calculated based upon the hours each employee is scheduled to work in their individual contract. The number of hours scheduled to work per day will be the number of hours of vacation pay for each day of vacation allowed.

##### **4. Scheduling**

For the summer vacation period between June 15 and August 5, full-time custodians shall take no more than two consecutive weeks of vacation time. The remaining days accumulated can be taken during the school year.

##### **6. Carryover**

Subject to the approval of the Superintendent, employees may carry over up to one (1) week of vacation.

#### **D. Summer Employment**

All individuals who perform summer work (that is, work during the months of June, July, or August which is outside of the regular school year) will be considered to be temporary employees who are not covered by the terms of the collective bargaining agreement entered into between the District and the Association, unless the individual has entered into a written agreement with the District which is in effect during the summer work time period.

## ARTICLE 7

### SICK LEAVE

#### A. Accumulative Benefits

The number of paid sick leave days granted to employees per year for the years of their employment with the School District shall be:

Year 1 - 3 = 12 days

Year 5 = 14 days

Year 4 = 13 days

Year 6 and Beyond = 15 days

Employees hired after commencement of the school year shall receive sick leave benefits prorated to the date on which they are scheduled to report for duty. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service. Unused sick leave days shall be accumulated from year to year up to a maximum of one hundred thirty (130) days.

#### B. Conversion from Full to Part-time Sick Leave

Regular part-time employees who transfer to a full-time position shall have their benefits converted to full-time sick leave benefits by multiplying their accumulated benefits by the percentage of part-time service. (e.g. 20 days earned at half-time converts to 10 days at full-time;  $.5 \times 20 = 10$  days)

Regular full-time employees who transfer to a part-time position shall have their benefits converted to part-time sick leave benefits by dividing their accumulated benefits by the percentage of full-time service. (e.g. 20 days full-time converts to 40 one-half-time days;  $20/.5 = 40$  days)

#### C. Notification

Employees shall be notified in writing of their accumulated sick leave by the last working day of each school year.

#### D. Job-Related Injury

Employees who are absent due to injuries which are compensable under the Iowa Worker Compensation Law shall have the option of either receiving their worker compensation benefits alone or receiving such benefits plus the difference between such benefits and their regular salary for the period equal to their accumulated sick leave benefits. Employees choosing the latter option shall have their sick leave benefits reduced by one-quarter day for each day of absence due to a job-related injury.

#### E. Extended Leave

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay for up to one (1) year because of personal illness or disability. The Board shall base its decision as to the issue of illness or disability and the length of leave therefor on the recommendation of the employee's physician and a physician selected by the Board, if the Board so desires. At its discretion, the Board may renew the leave from year to year.

Subject to the approval of the insurance carrier, the employee shall have the opportunity to continue all insurance benefits for up to one (1) year. During this period of time, which shall include any payments required to be made under the Family and Medical Leave Act, the Board shall pay the premium for all Board-paid insurance benefits.

**ARTICLE 8**

***LEAVES OF ABSENCE***

**A. Paid Leaves**

All paid leaves of absence will be used by  $\frac{1}{4}$  day increments with the following cutoff points:

**0 - 2 hours =  $\frac{1}{4}$  day**

**4.01 - 6 hours =  $\frac{1}{4}$  day**

**2.01 - 4 hours =  $\frac{1}{2}$  day**

**6.01 - 8 hours = 1 day**

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.

**1. Personal**

- a. Each employee shall be entitled to two (2) days of personal leave per year to be used by the employee for a purpose which in the opinion of the employee is necessary for the personal well-being of that employee.
- b. Both personal leave days shall be considered a paid day of leave.
- c. Requests for personal leaves shall be made in writing one (1) week in advance of the days of the employee's intended absence. In the event that an emergency prohibits prior approval, permission may be secured by telephone or in person and then followed by a written request within two (2) days of the employee's return.
- d. No personal leave shall be granted for the day immediately proceeding or the day immediately following a holiday, or for the class day immediately preceding the commencement of vacation or the day following the end of a vacation period except in the case of emergency.
- e. The Superintendent shall have the discretion to grant only those requests for which substitutes may be obtained, except in cases of emergency.
- f. No personal leave shall be granted for any of the twelve business days prior to the end of the teacher contract days.

**2. Jury or Legal**

Any employee who is summoned for jury duty during school hours shall be provided leave for such duty and appearances. The District shall pay the employee the difference between the fees or remuneration granted by the court and the regular District pay. Any employees required by subpoena to testify in a court action shall be granted up to three days paid leave of absence to fulfill the court obligation. The District shall pay the employee the difference between the fees or remuneration granted by the court or subpoenaing party and the regular District pay. If additional days of absence are necessary to fulfill the court obligation, the leave will be considered as unpaid leave.

**3. Professional Leave**

Employees may be allowed to attend professional meetings and visit schools if approved in advance by the Superintendent.

4. Bereavement

- a. A leave of not more than five (5) consecutive days for each occurrence shall be granted in case of the death of the following relatives of the employee: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, or sister-in-law. The period of an employee's absence due to bereavement shall include the day of the funeral.
- b. A leave of not more than two (2) consecutive days for each occurrence shall be granted in case of the death of the employee's grandparents, grandchild, or grandparent-in-law. The period of an employee's absence due to bereavement shall include the day of the funeral.
- c. A leave of not more than one (1) day per year shall be granted for the death of another individual not listed in (a) or (b) above to attend the funeral for such deceased.
- d. In the event of the death of an employee or a student in the District, the Superintendent shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

5. Family Illness Leave

Up to four (4) days per year may be granted to each employee for serious illness in the employee's immediate family which requires the hospitalization of a family member or for any other illness in the employee's immediate family which a physician considers serious enough to require hospitalization but treats through an alternative form of care. For purposes of this section, the phrase "immediate family" shall include parents, children, or spouse.

**B. Unpaid Leave**

1. The conditions set out in Section A(1), (b), (c), (d), and (e) herein shall apply to all unpaid leave.
2. Employees shall be allowed to take up to three days of unpaid leave per year to be used by the employee for a purpose which in the opinion of the employee is necessary for the personal well-being of that employee. Such leave will be granted only under the following circumstances:
  - a. The Superintendent shall have the discretion to grant only those requests for which substitutes may be obtained.
  - b. Requests for personal unpaid leave shall be made in writing one (1) week in advance of the day of the employee's intended absences if it does not fall on the business day before or after a holiday or vacation.
  - c. Personal unpaid leave may be granted for up to two classified staff at each district site. If more than two classified staff apply for the leave, two names will be randomly drawn and these two employees only will be authorized to use personal unpaid leave on the applicable date.
  - d. Personal unpaid leave may be requested for the business day immediately preceding or the business day immediately following the holiday vacations of Thanksgiving, President's Day, and Spring Holiday. However, requests for such personal unpaid leave shall be made in writing at least 30 days in advance of the day of the employee's intended absence.

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- e. Personal unpaid leave will not be granted for the business day immediately preceding or the business day immediately following Labor Day, Winter Vacation, and Memorial Day.
- 3. Absence without pay may be authorized by the Superintendent for other purposes which he/she considers urgent and/or necessary.
- 4. For absences without pay, deductions from the employee's salary will be made monthly in accordance with the District pay deduction regulations.
- 5. Any employee whose religious affiliation requires the observance of recognized religious holidays of his/her faith other than those scheduled in the school calendar shall be granted such leave by the Superintendent.

**C. Extended Leaves of Absence**

- 1. **Family Illness**  
A leave of absence without pay for up to one (1) year shall be granted by the Board for the purpose of caring for a chronically or seriously sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- 2. **Child Rearing**  
All employees shall be granted up to one (1) year of child rearing leave without pay by the Board. The employee shall notify the Board as soon as the employee foresees any necessity to alter employment commitments as a result of child-rearing leave. In cases of adoption of a child, these policies shall apply.
- 3. **Good Cause**  
Other extended leaves of absence without pay may be granted upon request in writing by the Board for good reason, including, but not limited to, campaigning or serving in public office, serving as an officer or on the staff with the Association, or engaging in study at an accredited college or university.



**ARTICLE 9**

***EVALUATION PROCEDURES***

**A. Required Evaluations**

Employees will be evaluated by the School District at such frequency as the Superintendent may determine, but not less than annually. A job description will be provided annually with the employee's contract. No evaluation shall take place within four (4) weeks of the date on which an employee is notified of a change in his/her job description, provided the employee has worked for the District for at least six (6) months prior to the date of notification. The same evaluation procedure and instrument shall be used for all employees within the same job description.

**B. Evaluation Conference**

A conference regarding the evaluation shall be held between the employee and the Evaluator following the completion of the written evaluation. At this time, the employee shall be given an opportunity to make suggestions and comments concerning his/her job description and his/her performance. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation but rather awareness of its contents.

**C. Employee Response**

All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has the right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report.

**ARTICLE 10**

***SENIORITY***

**A. Definition**

Seniority means a regular full-time/part-time employee's length of service since his/her day of hire. Day of hire shall mean the employee's first working day.

**B. Procedures**

1. Posting

On or before October 15 of each year, the Superintendent shall provide the Association with a seniority list. A list shall also be posted in the faculty lounge/workroom in each building. Any protests regarding the information on the seniority list must be made in writing to the Superintendent not later than fifteen (15) calendar days following the Association's receipt of the seniority list or the posting of the seniority list. The failure to protest concerning an employee's seniority date shall bar the employee and the Association from challenging said information until the delivery of the seniority list during the following year.

2. Breaks in Service

An employee's breaks in service will be broken by voluntary resignation, discharge, or retirement.

- a. Should a laid-off employee return to work within twenty-four (24) months, the seniority will continue as if no lay-off occurred.
- b. Seniority rights will be forfeited if the continuous lay-off exceeds twenty-four (24) months.
- c. Should a regular full-time or part-time employee leave the job classification, the employee's seniority will be frozen. Should he/she return to the previous job classification, his/her seniority will continue from the seniority previously attained.

3. Seniority will operate within the job classifications listed below:

|                  |           |
|------------------|-----------|
| Educational Aide | Custodian |
| Lunch Worker     | Driver    |
| Secretary        | Nurse     |

## **ARTICLE 11**

### ***STAFF REDUCTION PROCEDURES***

#### **A. Procedure**

When employee layoffs are to occur, the layoffs will occur within the job classifications listed in the Salary Schedule. The order of layoff will be determined by the number of prior years of employment in the District. Employees with the least number of prior years of employment shall be laid off first. However, if an employee within the job classification has a special ability (such as understanding a foreign language) and the loss of this employee from the staff will limit the District's ability to educate some students, then the district may exempt this employee from the normal layoff order. If years of employment are equal, then the employee with the latest date of employment shall be laid off first. If the employees have the same date of employment, then the employee to be laid off will be chosen based upon the last four digits of the social security numbers of the employees. The employee with the lowest last four digits shall be laid off. The Superintendent will attempt to provide four (4) weeks notice, if practicable, and will provide two weeks notice, in any event, to the affected employees prior to the effective date of the layoff.

#### **B. Recall Procedure**

Laid off employees shall advise the District of their current address during layoff. If the Board recalls employees, employees shall be recalled in the inverse order of layoff. Laid off employees shall have recall rights for two (2) years from the effective date of their layoff.

Employees shall be entitled to be recalled only to a vacancy in the job classification from which they were laid off or a vacancy in a job classification in which they were previously employed, and each employee shall only be entitled to be recalled one time. The employee's one time recall shall be for a job of no less hours than the job in which the employee was previously employed.

The Board shall notify an employee of his/her recall in writing by certified mail to the employee's address on file in the office of the Superintendent. An employee's failure to claim the letter within ten (10) calendar days or an employee's failure to report to work within ten (10) calendar days after receipt of the letter shall result in the termination of the employee's recall rights.

**ARTICLE 12**

***TRANSFER PROCEDURES***

**A. Definition**

A "transfer" is defined as a movement of an employee from one job classification or building site to another on a permanent basis.

**B. Voluntary Transfer Procedures**

If the District decides to fill a vacancy, it will first post its intentions for five business days in both attendance centers. Included in the posting will be the qualifications for the vacancy as determined by the District. It will then seek applicants from within the bargaining unit or it may advertise outside the bargaining unit. If the District advertises and fills the position from outside the bargaining unit, then the following procedure will not apply. If the District fills the position from within the bargaining unit, then the applicant with the best qualifications, evaluations, and ability to perform the work shall be granted the transfer. If qualifications, evaluations, and ability to perform the work are relatively equal, the applicant with the greater number of prior years of service shall be granted the transfer.

**C. Involuntary Transfer Procedures**

No involuntary transfers shall be made for reasons which are arbitrary, capricious, or without basis in fact. Where possible, notice of a prospective involuntary transfer or reduction of 5 scheduled hours or more a week shall be given to employees fifteen (15) days in advance.

ARTICLE 13

**DURATION AND SIGNATURE**

**A. Duration of Agreement**

This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2007.

**B. Signature Clause**

The parties have agreed to the terms set out above and, therefore, have directed their representative to sign this Agreement on their behalf on the 22nd day of March, 2006.

FOR THE ASSOCIATION:

FOR THE BOARD:

Haye Jacobs  
President

David Scott Carver  
President

Haye Jacobs  
Chairperson

Julia C DeStyler  
Chairperson

*RVESP MASTER CONTRACT*

**SCHEDULE "A"**

***GRIEVANCE FORM***

Grievance # \_\_\_\_\_

Date Filed: \_\_\_\_\_

\*\*\*\*\*

A. Date of the Act or Condition Giving Rise to the Grievance: \_\_\_\_\_

\_\_\_\_\_

B. Section(s) of Contract in Dispute: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**SCHEDULE B**

***DUES DEDUCTION AUTHORIZATION FORM***

Authorization for Payroll Deduction for Association Dues

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Last Name

I hereby request and authorize the Board of Education, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month for me and on my behalf to the Treasurer of the Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) days' notice to my employer and to the Association.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

*RVESP MASTER CONTRACT*

**SCHEDULE C**

**WAGE SCHEDULE 2006/2007**

Current hourly rates for employees shall be increased by 46 cents per hour.

Those assistants who earn para-licensure will be paid \$0.20 per hour in addition to the hourly wage. Assistants who have earned a 4 year degree will also receive \$0.20 per hour. Assistants attending para-professional training will have his/her hours altered by mutual agreement if necessary. In order to change classification on the hourly wage scale, employees wishing to do so must file evidence of completion of the para-professional certification in the form of an official license no later than September 1st of the year for which he/she seeks a classification change.

**JOB CLASSIFICATION**

**SALARY RANGE**

|                   |                             |
|-------------------|-----------------------------|
| Educational Aides | \$6.71 to \$10.84 per hour  |
| Lunch Workers     | \$6.46 to \$10.80 per hour  |
| Secretaries       | \$6.71 to \$12.23 per hour  |
| Custodians        | \$7.46 to \$12.00 per hour  |
| Drivers           | \$9.96 to \$14.21 per hour  |
| Nurses            | \$11.46 to \$16.50 per hour |

The employer will contribute up to the following amounts annually toward the cost of group insurance benefits for employees who are scheduled to work the following hours per year:

**1080 Hour Per Year Employees**

The board will contribute up to \$2,693.19 annually toward the cost of group insurance benefits for employees who are scheduled to work 1,080 hours per year.

**1,440 Hour per Year Employees**

The board will contribute up to \$3,590.92 annually toward the cost of group insurance benefits for employees who are scheduled to work 1,440 hours per year.

**1,920 Hour Per Year Employees**

The board will contribute up to \$4,778.55 annually toward the cost of group insurance benefits for employees who are scheduled to work 1,920 hours per year.

Bus drivers who drive a regular route will be paid for a minimum of two (2) hours for each route that they drive. Drivers of special education routes (not a full-sized bus) will be paid for a minimum of one-and one-half (1 ½) hours for each route that they drive. This minimum hourly guarantee will be paid only to those individuals who perform no other work for the school district.

The parties agree that the adjustment of the maximum amount of the pay ranges does not set a precedent and agree that it may not be used as evidence in any impasse proceeding.